

Term Contract No. 615A

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term contract number	615A	General Office Supplies
Effective dates	February 9, 2009 through December 17, 2010	
Bid number	801865	
Contractor primary contact	<p>Forms & Supply: Janet Blanford, 800-532-0335 x358 janet.blanford@formsandsupply.com Fax: 704-596-0713</p> <p>MyOfficeProducts: Danny West, 877-696-7266 x5833 danny.west@myofficeproducts.com Fax: 877-696-7329</p> <p>Carolina Imaging: Terry Presnell, 800-579-1189 tlp@imagingproducts.net Fax: 336-299-8172</p> <p>Piedmont Office Suppliers: Christopher Sharpe, 800-223-6709 csharpe@piedmontoffice.com Fax: 336-856-1101</p>	
E-procurement help desk	http://eprocurement.nc.gov/asp/section/helpdesk.asp (888) 211-7440	
P&C contract administrator	Ralph Edelberg	ralph.edelberg@doa.nc.gov
P&C fax	(919) 807-4511	
Last updated	March 11, 2009	

1. Brief description of contract and instructions for ordering

For a description of the various ways to order from this contract, see Table 4.

This contract includes the four contractors listed herein, each of which is selling the IDENTICAL list of approximately 14,500 products. Each contractor has its own punchout catalog. The information carried in the punchout catalog for each product is presented in Table 1.

TABLE 1. PUNCHOUT CATALOG INFORMATION FOR EACH PRODUCT

The manufacturer's SKU
The contract price
A brief item description, suitable for ordering and invoicing purposes
A full product description (which may be accessible by a link)
The unit of measure (e.g. box) and the package quantity (e.g. 6 per box)
Photograph or drawing of the product

On this contract, products are divided into four categories. Each category has two sub-categories, one for "OEM" products (these carry the brand of the original manufacturer), and one for specific "generic" brands (either Sparco or Universal). The contract product you need should fall under one of four categories, which are defined in Table 2.

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TABLE 2. CATEGORY DEFINITIONS

Office equipment: Small office machines such as non-scientific calculators, adding machines, typewriters, fax machines, multi-function printers/scanners/fax/copy machines and common replacement parts therefor, and shredders. Computer peripherals (including connectors) and drives, headphones, clocks, powered telephone equipment (including electrical connectors), and electrically corded devices such as surge protectors, battery chargers, AC/DC adapters, and lamps also are within this category. Generally, office equipment items will be non-consumable goods and operate by means of electricity, including via battery power.
Paper: Small quantities of cut-sheet multi-purpose paper (total for same must be less than \$200 for any single order) used for printers, copiers, and certain fax machines. Size is 8-1/2" x 11" and larger. Note that sticky note pads are specifically NOT paper; they are office supplies (see below). Art paper, easel paper, photo printing paper, and specialty papers, regardless of size, are also NOT in this category.
Printer/fax cartridges: Toner, inkjet, and fax cartridges used in fax-machines and non-laser printers. Also, new and/or remanufactured laser printer toner cartridges which are not offered on state term contract #207A.
Office supplies: Pens, pencils, paper clips, ribbons, file folders, sticky note pads, in/out boxes, waste baskets, floor mats, batteries of all types, handbooks and booksets, and any other office supplies not identified in the three above categories. First aid kits, light bulbs, flashlights, certain cabinets, electrical extension cords, various special file containment units (such as small mobile file cabinets not covered by State contract 425G), and video and computer data storage media of all types are in this category as well.

The four online contractor punchout catalogs, which are all updated quarterly and offer the IDENTICAL list of items for sale, and ALL contract pricing is based on the **same** MSRP list. Therefore, for a given product, you will find four different contractor prices, and the contractor with the largest discount will be offering the lowest price. You do not need to know the product MSRP. So that you can price rank the contractors in each of the above four categories, Table 3 presents a spreadsheet showing the discounts.

TABLE 3. CONTRACTOR DISCOUNTS

CONTRACTOR DISCOUNTS, <u>OEM PRODUCTS</u>, FROM SAME PRODUCT MSRP				
CONTRACTOR	SUPPLIES	EQUIPMENT	PAPER	CARTRIDGES
Forms & Supply	60	37	61	31
MyOfficeProducts	49.8	37.1	75.6	32.2
Carolina Imaging	56	30	40	40
Piedmont Office	49.4	32	51	32.4

CONTRACTOR DISCOUNTS, <u>GENERIC PRODUCTS</u>, FROM SAME PRODUCT MSRP				
CONTRACTOR	SUPPLIES	EQUIPMENT	PAPER	CARTRIDGES
Forms & Supply	67	51	67	49
MyOfficeProducts	73.9	51.1	74.6	54.5
Carolina Imaging	61	35	51	51
Piedmont Office	69	55.4	56	49

EXAMPLE: Suppose you need pencils. First you find that from the category definitions in Table 2, pencils fall within the "Supplies" category. Then you review the columns for "Supplies" in the two spreadsheets in Table 3, and you find that the lowest contract price for any OEM pencil would be from Forms & Supply, because that contractor's discount is

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the highest for OEM “Supplies,” while the lowest contract price for any generic (Sparco or Universal) would be from MyOfficeProducts because that contractor’s discount is the highest for generic “Supplies.” From this brief review, you know that for any given SKU (the identification code for a given make and model of a product) for an OEM pencil, no matter WHICH type or OEM brand of pencil, the lowest price is provided by Forms & Supply, and the for any given SKU for a pencil of either the Sparco or Universal generic brands, the lowest contract price is provided by MyOfficeProducts. By the same reasoning, for an OEM “Cartridge,” the lowest contract price is provided by Carolina Imaging, and for a Sparco or Universal generic brand of an “Equipment” product, the lowest contract price is provided by Piedmont Office Suppliers.

Note that BOTH Sparco and Universal generic brand are available from all contractors. However, under this contract, “store brands” are not available .

To order, follow one of four methods given in Table 4 below.

TABLE 4. ORDERING METHODS

METHOD	PROCEDURE
1. Phone or fax	Use contractor phone numbers and fax numbers provided in the header (1 st page) of this contract.
2. Eprocurement “production side” punchout catalog (allows ordering)	To review pricing and/or product information, AND PLACE AN ORDER THROUGH EPROCUREMENT, go to http://eprocurement.nc.gov/ , THEN click “Buyer Log In” on left menu bar, THEN enter your User Name and Password, THEN click on “Explore – Catalogs,” THEN enter “615A” in the “Contract ID” box, THEN click the “Search” button to see list of contractor punchout catalogs to view and order from. If searching for “Sparco” or “Universal” generic products, see “Searching for generic products” below.
3. Eprocurement “public view side” punchout catalog (product/price review only; does not allow ordering)	To quickly review pricing and/or product information (WITHOUT ORDERING), go to http://eprocurement.nc.gov/ , THEN click “View State Term Contracts” on left menu bar, THEN enter “615A” in the “Contract ID” box, THEN click the “Search” button to see list of contractor punchout catalogs to view only. Remember that orders CANNOT be transmitted from this site. If searching for “Sparco” or “Universal” generic products, see “Searching for generic products” below.
4. Contractor “commercial” catalog (for users who do NOT have eprocurement ordering capability)	See links below for the four contractor “commercial” catalogs. These catalogs DO ALLOW ORDERING. If searching for “Sparco” or “Universal” generic products, see “Searching for generic products” below. Forms & Supplies: http://www.fsioffice.com/ (Contact F&S for Username and password.) MyOfficeProducts: www.myofficeproducts.com (Contact MyOfficeProducts for Username and password) Piedmont Office Suppliers: http://www.piedmontoffice.com/ (Contact Piedmont Office Suppliers for Username and password) Carolina Imaging: TO BE ANNOUNCED (forthcoming)

If you have ordering problems, contact your sales representative (see listing in header box, first page of this contract). However, if the ordering problem appears to be specifically within the eprocurement system itself, then contact NC E-

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Procurement @ Your Service, <http://eprocurement.nc.gov/> (see "Help Desk" link just below the title banner of page), or the "E-Procurement Help Desk" at (888) 211-7440.

Searching for generic products: The "generic" products available on this contract are of the Universal brand (offered by United Stationers) and Sparco brand (offered by S.P. Richards). Either brand is available from any of the four contractors unless otherwise stated elsewhere in this contract. However, to SEARCH for Sparco branded products, you must use the punchout catalogs posted by (a) Forms & Supply, (b) MyOfficeProducts, or (c) Piedmont Office Suppliers, while to SEARCH for Universal branded products, you must use the punchout catalog posted by (d) Carolina Imaging. Then, to place your Sparco or Universal order, if you have had to search on a contractor punchout which is NOT the one you wish to order from, you will need to go to the desired contractor's punchout catalog. To place your order, on that contractor's punchout catalog, use the "Quick Order" feature at the left of the screen, and enter the SKU(s) in the box(es) provided on the form. This method using the "Quick Order" feature should also work on the contractor's commercial catalog.

2. If you detect pricing errors in punchout catalogs or invoicing

You are encouraged to confirm that the posted punchout prices for the products you are ordering are correct. To do this electronically, for each product copy to the clipboard the product's SKU from the contractor's punchout, go to the on-line contract Price File in either Excel format at <http://www.ncpandc.gov/documents/ContractPricingForAllProducts1st09.xls>, or in pdf format at <http://www.ncpandc.gov/documents/ContractPricingForAllProducts1st09.pdf>, search for the same SKU in the Price pdf (by using the "Edit" dropdown menu, then "Find"), then paste the copied SKU into the dialog box, and click "Find Next"), and then read the correct contract price in the column for the contractor you are buying from. The price you find in the Price pdf should be identical to the price in the punchout. Note that the Excel format of the Price File may provide a quicker return on your searches than the pdf format.

Please email the contract administrator (ralph.edelberg@doa.nc.gov) immediately with details if you see evidence of any of the following:

- Incorrect product pricing on a contractor's punchout catalog
- Non-contract items listed on a contractor's punchout catalog
- Shipment of any item which is different from the contract item exactly as ordered
- Non-shipment of any contract item within the contract delivery period
- Promotion of a item other than exactly what has been ordered or is being discussed.

Note that the contractor's "commercial" (non-e-procurement) catalog is not constrained by this contract as narrowly as the contractor's punchout catalog. Therefore you may see on the commercial catalog promotions and listing for non-contract products. However, all non-contract products on the commercial catalog shall be flagged as such, and all contract products shall have the correct contract price. All users which have e-procurement capability should use the contractor's punchout catalog to search and order, NOT the contractor's commercial catalog.

3. If reduced pricing is provided by contractor

There may be instances where contractor sells an item to the user at a price BELOW the contract price. This could occur in various circumstances. In such cases, the best way to confirm proper invoicing is for user to request a written confirmation of the reduced price at time of quote, and then when invoice is received, check the invoiced price against the quoted price to confirm the two prices agree.

4. Usage

This contract is for use by all state agencies, departments, institutions, universities, community colleges (except those exempted by statute), and certain non-state agencies.

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NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT

In accordance with North Carolina General Statutes 143-49 (6), certain non-state entities described below may participate in this contract on a voluntary basis. Any of the non-state entities identified below that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract .

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

5. Scope of contract

The scope of this contract is limited to the four categories of office supplies as described above in Table 2.

For an item available on this contract which is also available on ANOTHER state contract, and when that OTHER contract has a minimum order dollar amount, the item may be ordered on THIS contract if its dollar amount is LESS than the minimum order amount on the other contract. If the OTHER contract has no minimum order dollar amount, then the item MUST BE ordered from the OTHER contract. Other state contracts covering products that MAY be listed on this contract include, but are not necessarily limited to, those presented in Table 5. Contract details including minimum order amounts may be reviewed by following the included link.

With respect to toner cartridges, N.C.G.S. 130A-309.14(a1)(1) states in part, "The Department of Administration shall require the purchase or use of remanufactured toner cartridges for laser printers to the extent practicable." To assist the user in compliance with this statute, please note that remanufactured laser printer toner cartridges (black ink only) are available on term contract #207A.

**TABLE 5. PRODUCT TYPES WHICH MAY BE LISTED ON THIS CONTRACT
AND ALSO COVERED BY ANOTHER STATE CONTRACT**

COMMODITY	CONTRACT	LINK
Remanufactured toner cartridges, laser, black	207A	http://www.ncpandc.gov/207a.pdf
Spectacles, safety	345B	http://www.ncpandc.gov/345b.pdf
Paper for printers and copiers	395B	http://www.ncpandc.gov/395b.pdf
Dry cell batteries	450A	http://www.ncpandc.gov/450a.pdf
Locks and accessories	450B	http://www.ncpandc.gov/450b.pdf
First aid products	475A	http://www.ncpandc.gov/475a.pdf
Mats and matting	485C	http://www.ncpandc.gov/485c.pdf
Calculators, classroom	600A	http://www.ncpandc.gov/600a.pdf
Dictation and transcribing equipment	600C	http://www.ncpandc.gov/600c.pdf
Napkins, towels, and toilet paper	640A	http://www.ncpandc.gov/640a.pdf
Paper and envelopes	645A	http://www.ncpandc.gov/645a.pdf
Cameras, digital and film types	655A	http://www.ncpandc.gov/665a.pdf
Photographic film and supplies	655B	http://www.ncpandc.gov/655b.pdf
Laminators and film	665A	http://www.ncpandc.gov/665a.pdf
Bags, plastic trash	665B	http://www.ncpandc.gov/665b.pdf
Wiping cloths	735A	http://www.ncpandc.gov/735a.pdf
Chalkboards, tackboards, erasers	785A	http://www.ncpandc.gov/785a.pdf
Paper, drawing, construction, newsprint	785B	http://www.ncpandc.gov/785b.pdf

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Transparency film	880D	http://www.ncpandc.gov/880d.pdf
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For users which are OBLIGATED to use state term contracts and thus to follow the policies thereof, some products are entirely EXCLUDED from this contract. Table 6 presents a list of these products by general product type, and also shows the other state contract which carries such products, where such contract is available (which occurs in most but not all cases). Contract details may be reviewed by following the included link. Note that sometimes the other state contract (in Table 6) may not cover the specific item you need, and in such case you should order from this contract if the product you need is offered herein. The contract list in Table 6 is believed to be inclusive but may contain omissions.

TABLE 6. EXCLUDED PRODUCT TYPES AND STATE CONTRACTS COVERING THEM

EXCLUDED COMMODITY	CONTRACT	LINK
Microcomputers and peripherals	204A	http://www.its.state.nc.us/ITProcurement/TermContracts/C
Printers and peripherals	204D	http://www.its.state.nc.us/ITProcurement/TermContracts/C
Microsoft software (agreements)	208C	http://www.its.state.nc.us/ITProcurement/TermContracts/C
Oracle software	208F	http://www.its.state.nc.us/ITProcurement/TermContracts/C
Microsoft software (agreements)	208H	http://www.its.state.nc.us/ITProcurement/TermContracts/C
Fire extinguishers	340A	http://www.ncpandc.gov/340a.pdf
Foods, breakfast cereal	393A	http://www.ncpandc.gov/393a.pdf
Foods, snack items	393B	http://www.ncpandc.gov/393b.pdf
Furniture, metal folding chairs, tables, storage units	420A	http://www.ncpandc.gov/420a.pdf
Furniture, metal, classroom	420B	http://www.ncpandc.gov/420b.pdf
Furniture, lounge, seating, tables	420C	http://www.ncpandc.gov/420c.pdf
Furniture, library, wooden	420D	http://www.ncpandc.gov/420d.pdf
Furniture, computer, office	425A	http://www.ncpandc.gov/425a.pdf
Furniture, wood casegoods	425B	http://www.ncpandc.gov/425b.pdf
Furniture, bookcases	425C	http://www.ncpandc.gov/425c.pdf
Furniture, chairs, upholstered, wood	425D	http://www.ncpandc.gov/425d.pdf
Furniture, chairs, ergonomic	425E	http://www.ncpandc.gov/425e.pdf
File cabinets, lateral	425F	http://www.ncpandc.gov/425f.pdf
File cabinets, vertical	425G	http://www.ncpandc.gov/425g.pdf
Disinfectants and odor counteractants	435A	http://www.ncpandc.gov/435a.pdf
Polishes, floor, and maintenance materials	485D	http://www.ncpandc.gov/485d.pdf
Pails, waste cans, special refuse containers	485F	http://www.ncpandc.gov/485f.pdf
Brooms, mops, brushes, other cleaning implements	485G	http://www.ncpandc.gov/485g.pdf
Platform carts	No specific term contract	-----
Handtrucks	No specific term contract	-----
Dollies	No specific term contract	-----
Ladders	No specific term contract	-----
Breakroom supplies	No specific term contract	-----

6. Taxes

Contract prices shown in the contract punchout catalogs or the "Price pdf" linked herein do not include North Carolina sales or use taxes.

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7. Abnormal quantities

Any agency requirement that exceeds \$35,000.00 must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

1. Purchase may be authorized at the current level of pricing with the current contract vendor.
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor.
3. A separate Invitation For Bids may be issued for the requirement

8. Minimum orders

Users are not required to use this contract for orders less than one hundred dollars (\$100.00). Contractors are likewise not required to accept orders for less than that amount. However, regardless of order size, all contract items shall be sold at the contract price.

9. Delivery

Except for as provided below in this provision, the contractor shall deliver ordered items within two (2) business days after receipt of purchase order. All deliveries against this contract shall be considered inside delivery with no additional charge. **All deliveries shall be delivered to either a designated desktop or a single dock delivery based upon the needs of the user.**

EXCEPTION 1: For custom stamps (e.g. rubber name/address imprinting stamps), in order to provide for the additional required fabrication time therefor, the allowed delivery on custom stamps is no later than ten (10) working days after receipt of order by a contractor listed herein.

EXCEPTION 2: For consolidated receiving purposes, in instances where the USER (not contractor) elects to consolidate receiving for purposes of efficiency, users may so advise contractor(s) of the desired receiving schedule (i.e. days), and contractor(s) may consolidate deliveries otherwise in accordance with contract but accumulated since last delivery, and then deliver them to be in accordance with user's requested receiving schedule.

Each order delivered shall have a packing slip enclosed. The packing slip shall clearly show the purchase order number (or order date if PO number not shown on order), user entity name, location of delivery, brief description of items ordered, unit of measure, items enclosed, manufacturer's SKU of items enclosed, and shall identify any items on backorder. Packing slip shall also provide pricing information for each line item delivered (contract unit price and extended price) and total price for the delivery. For informational purposes, this type of packing slip is sometimes referred to as a "priced packing slip."

10. Promotional items

Certain personnel employed by various users of this contract may be covered by NCGS 133-32, "Gifts and favors regulated." If you are a "covered person," then any product given directly or indirectly to you by a contractor on this contract without payment from the user may place you in violation of this statute. This could even include, for example, an inexpensive pen custom-imprinted with contractor name merely for advertising purposes, if such pen were to be placed in your office, regardless of whether or not it was initially delivered to your office by the contractor.

Therefore, it is advised that (a) users do not accept such items, and (b) contractors do not provide such items. For more information, please visit the NC State Ethics Commission home page at <http://www.ethicscommission.nc.gov/contacts.htm>, or contact that office by phone at 919-807-4620, or by email at ethics.commission@nc.doa.gov. Note that the home page has links which list covered Boards and covered persons.

11. Substitutions

Product substitutions are not permitted under any circumstances, except if the contract is specifically amended for particular items which are no longer available.

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12. Transportation charges

All goods shall be delivered FOB DESTINATION to any point in the State with all transportation charges prepaid and included in prices offered, regardless of the quantity ordered. Over-the-counter purchases are exempt from this paragraph.

13. Hard copy catalogs

Contractor is required, upon request of any user, to provide the user with hard copy catalogs and descriptive literature. This information is to be provided to the ordering agency within five (5) business days of the request. Such information shall be provided at no charge to the user.

14. Returns

For all products except those in the category for Printer/Fax Cartridges, contractor shall accept merchandise returns from users for a period of forty-five (45) calendar days after delivery. Contractor shall provide full credit or full refund to users, whichever a user requests, within thirty (30) calendar days on all returns of ordered product that are in original packaging and in resellable conditions.

For all products in the category for Printer/Fax Cartridges, contractor shall accept merchandise returns from users for a period of ninety (90) calendar days after delivery. Contractor shall provide full credit or full refund to users, whichever a user requests, within thirty (30) calendar days on all returns of ordered product that are in original packaging and in resellable conditions.

15. Restocking

Contractor shall not impose a restocking fee on users for merchandise that has been returned, unless it is a specialty item and the user has been notified in writing, at the time of placement of order, of the potential restocking fee. If any item is returned due to damage during shipment, incorrect product shipped, or contractor order entry error, the contractor shall not impose a restocking fee under any circumstances.

16. Reports

An electronic report shall be emailed monthly to each user account, which shall reflect all invoices charged to that user for the entire month. For each individual invoice, the data included shall be the order date, the PO number if available, and ALL line items contained in the purchase order. In turn, for each such line item, the product manufacturer's SKU, item short description, quantity ordered, unit of measure, correct contract unit price, and invoiced unit price shall be shown. It is expected that users will employ the monthly invoice reports to reconcile their accounts on this contract. Such reports are due fifteen (15) consecutive calendar days after the last calendar day of the month.

17. Invoicing

Contractors will combine both contract and non-contract items on one invoice, if the user has combined both types of items on the corresponding purchase order. When so combining on the invoice, contractor will indicate, on the invoice, which items are contract and which are non-contract. There may be a delay in the capability to do this in some cases while the contractor's billing program is being modified, since this is a change from the original contract.

18. Warranty

The manufacturer's standard warranty shall apply. In addition, contractor guarantees items offered to be free from any and all defects in material, packaging, and workmanship, and agrees to replace defective items promptly at no charge to the user, including freight on both defective and replacement items.

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19. Contract addenda

Addendum	Effective Date	Description
1	Feb 10, 2009	Corrected contract end year. Added "Invoicing" provision.
2	Feb 13, 2009	Added links to two contractors' commercial catalogs.
3	Feb 17, 2009	Corrected URL (link) for MyOfficeProducts' commercial catalog.
4	Mar 11, 2009	Product SET 2646-P (8.5" clock) is no longer available.